

15063-8
OCT 31 1988 2:40 PM
ITEL

INTERSTATE COMMERCE COMMISSION Rail Corporation

October 26, 1988

55 Francisco Street
San Francisco, California 94133
(415) 984-4000

No. 8-305A051

Date OCT 31 1988

Fee \$ 13.00

ICC Washington, D.C.

Hon. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: Supplement No. 2 to Amendment No. 6 and Release to the
Security Agreement between Itel Rail Corporation and
Heller Financial, Inc.

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in
four (4) counterparts, is hereby submitted for filing and
recording pursuant to 49 U.S.C. Section 11303(a), along with the
\$13 recordation fee.

Please record this Amendment under the Security Agreement dated
as of September 30, 1986, between Itel Rail Corporation and
Heller Financial, Inc., which was filed with the ICC on October
7, 1986, under Recordation No. 15063.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation (Borrower)
55 Francisco Street
San Francisco, California 94133

Heller Financial, Inc. (Secured Party)
200 North LaSalle Street
Chicago, Illinois 60601

This Supplement identifies two hundred (200) 73', 100-ton
centerbeam flatcars, bearing reporting marks TSE 6001-6020, FWCR
86000-86024 and MR 9100-9254, in which the Secured Party has no
security interest.

Please return to the undersigned the stamped counterparts not
required for filing purposes, together with the ICC fee receipt
and acknowledgment letter.

Very truly yours,

Patricia Schumacker

Patricia Schumacker
Legal Department

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RECEIVED
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SUPPLEMENT NO. 2
TO AMENDMENT NO. 6 AND RELEASE ("AMENDMENT NO. 6")
TO THE SECURITY AGREEMENT
BETWEEN ITEL RAIL CORPORATION ("BORROWER")
AND HELLER FINANCIAL, INC. ("LENDER")

WHEREAS, Borrower and Lender are parties to a Loan and Security Agreement (the "Loan") dated as of September 30, 1986, as amended; and

WHEREAS, in furtherance of the Loan, Borrower and Lender have entered into a Security Agreement (the "Security Agreement") dated as of September 30, 1986, as amended from time to time, including Amendment No. 6; and

WHEREAS, in furtherance of Amendment No. 6, the parties desire that Borrower file supplements thereto which identify the reporting marks of certain flatcars (the "Flatcars") deemed Excluded Rolling Stock and described in paragraph 5 thereto.

NOW, THEREFORE, pursuant to the premises and the covenants and promises contained in the Loan and in the Security Agreement, the parties agree as follows:

1. All capitalized terms used herein shall have the meanings assigned to them in the Security Agreement, unless otherwise stated.
2. Schedule 1 of Amendment No. 6 is hereby supplemented as set forth on Schedule 2-A attached hereto to reflect the reporting marks of two hundred (200) Flatcars.

HELLER FINANCIAL, INC.

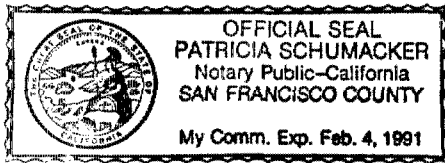
By Allen G. [Signature]
Title Vice President
Date 10/3/88

ITEL RAIL CORPORATION

By W. J. [Signature]
Title Vice Pres. Ops
Date 9/30/88

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

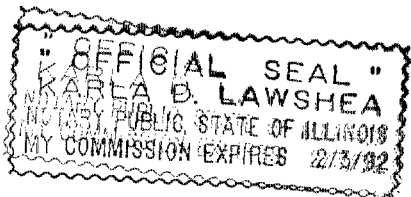
On this 30th day of September, 1988, before me personally appeared William J. Herndon, to me personally known, who being by me duly sworn says that he is Vice President-Operations of ITEL Rail Corporation, that the foregoing Schedule No. 2 to Amendment No. 6 and Release was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Patricia Schumacker
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 27th day of October, 1988, before me personally appeared Colleen A. Palmer, to me personally known, who being by me duly sworn says that she is Vice President of Heller Financial, Inc., that the foregoing Schedule No. 2 to Amendment No. 6 and Release was signed on behalf of said corporation by authority of its board of directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Karla D. Lawshea
Notary Public

SCHEDULE 2-A

- (A) 200 Centerbeam Flatcars manufactured by Thrall Car Manufacturing Company, each weighing 100 tons and being 73'0" long, bearing the numbers TSE 6001-6020, FWCR 86000-86024 and MR 9100-9254 and described on Exhibit B attached hereto, together with all accessories, parts, repairs, replacements, substitutions, attachments, modifications, renewals, additions, improvements, upgrades and accessions of, to or upon such flatcars (the "Flatcars");
- (B) any Lease or Sublease, whether presently existing or hereafter arising, as such Lease or Sublease may pertain to the Flatcars; and
- (C) any and all proceeds of the Flatcars, Leases or Subleases, including without limitation any and all proceeds of insurance, indemnity, warranty or guaranty payable with respect to the Flatcars; any and all payments (in any form whatsoever) made or due and payable in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any of the Flatcars by any governmental body, authority, bureau or agency; and all rents, issues, profits, revenues and other monies due and to become due under, and all claims for damages arising out of the breach of, any Lease or Sublease, as such Lease or Sublease relates to the Flatcars.

EXHIBIT B

Equipment Description

<u>Quantity</u>	<u>Manufacturer</u>	<u>Description</u>	<u>Car Nos.</u>
200	Thrall Car Manufacturing Company	73 foot, 100-ton Centerbeam Flatcars	TSE 6001-6020 FWCR 86000-86024 MR 9100-9254